

# **EXHIBIT 3**



**NAILAH K. BYRD**  
**CUYAHOGA COUNTY CLERK OF COURTS**  
1200 Ontario Street  
Cleveland, Ohio 44113

**Court of Common Pleas**

**AMENDED COMPLAINT \$75**  
**July 8, 2022 19:37**

By: BRIAN RUSCHEL 0046631

Confirmation Nbr. 2596994

MARY WASHINGTON ETC., ET AL

CV 22 965312

vs.

**Judge: SHERRIE MIDAY**

NATIONSTAR MORTGAGE LLC ETC.

**Pages Filed: 6**

Common Pleas Court  
Cuyahoga County, Ohio

Mary Washington  
5116 Kneale Dr  
Lyndhurst OH 44124

Peola Warren  
7265 Free Ave  
Oakwood Village OH 44146

individually and on  
behalf of all others  
similarly situated

Plaintiffs

v.

Nationstar Mortgage LLC  
d/b/a Mr. Cooper  
8950 Cypress Waters Bl  
Coppell TX 75019-4620

Defendant

CASE **CV-22-965312**

JUDGE **SHERRIE MIDAY**

**AMENDED COMPLAINT**

1. Plaintiffs bring this action on behalf of  
themselves and the following class:

Everyone who was charged by Nationstar Mortgage LLC or Mr. Cooper (or any predecessor, successor, nominee, or agent of either) any “Third Party Reconveyance Preparation Fee,” “Third Party Reconveyance/Release Preparation Fee,” or similar fee, in relation to any mortgage or mortgages recorded within any of the following 36 jurisdictions (jurisdictions that require lenders to release satisfied mortgages and do not provide for the charging of other than actual government fees): Alabama, Arizona, Arkansas, Connecticut, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Massachusetts, Mississippi, Montana, Nebraska, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, South Dakota, Tennessee, Texas\*, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, and Wyoming. (\* Texas does not have a law about mortgage releases but also does not have one allowing fees for releases.)

2. This Court should certify this as a class action because the class is so numerous that joinder of all members is impracticable, there are questions of law or fact common to the class, Plaintiffs’ claims are typical of the class’s and they will fairly and adequately protect the class’s interests—and questions of law or fact common to the class predominate over any questions affecting only individual members, and a class action is superior to other available

methods for the fair and efficient adjudication of the controversy.

3. Plaintiffs were charged by Nationstar Mortgage LLC or Mr. Cooper “Third Party Reconveyance Preparation Fees,” “Third Party Reconveyance/Release Preparation Fees,” or similar fees, in relation to mortgages recorded within Ohio: Mary Washington in 2019 (loan number 0621429539) and Peola Warren in 2019 (loan number 0610762528) and 2020 (loan number 0417247780).

4. When Plaintiffs and the class (collectively “the class”) satisfied their mortgages, Defendant as mortgagee or agent-servicer of mortgagees wrongly charged them “Third Party Reconveyance Preparation Fees,” “Third Party Reconveyance/Release Preparation Fees,” or similar fees which purportedly were to pay “for expenses related to releasing [mortgages].”

5. The class’s mortgages were standard written contracts saying in part:

Upon payment of all sums secured by this  
Security Instrument, Lender shall discharge this

Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

‘Applicable Law’ means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

6. Applicable Law only allowed Defendant to charge the class for actual government recording fees and not things like “Third Party Reconveyance Preparation Fees.”

7. Defendant—as contracting party (mortgagee) or successor, assignee, or agent of contracting mortgagees, including as escrow agent for mortgagees and the class (mortgagors)—breached the class’s written contracts by charging them “Third Party Reconveyance Preparation Fees,” “Third Party Reconveyance/Release Preparation Fees,” or similar fees where nothing in the class’s mortgages or Applicable Law allowed for the charging of these fees.

8. Applicable Law and fiduciary duties undertaken by Defendant (including as escrow agent) required

Defendant to give the class accurate statements of their total outstanding balances required by Applicable Law to pay their obligations in full, Defendant's charges for the third-party-reconveyance-preparation and similar fees ("overcharges") were breaches of Applicable Law and those duties, and Defendant cannot retain the benefits of its wrongdoing and must pay back to the class these breach-of-contract overcharges, other overcharges, and/or resulting money-had-and-received and/or unjust enrichment.

**Plaintiffs request on behalf of themselves and the class:**

1. That this be certified as a class action under Civ. R. 23.
2. Damages in the amounts of the overcharges, and a judgment that Defendant must pay them back to the class; and for an accounting—and restitution and distribution to the class—of all overcharges, at Defendant's expense.
3. Pre-judgment interest.
4. Costs.

5. Whatever further relief the Court decides, and if Defendant claims Plaintiffs are not seeking enough or not for an expansive-enough class and Defendant expressly wants to pay more (to be approved by the Court) to an expanded class, then judgment for more would be accepted, including for an expanded class.

/s/ Brian Ruschel

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Attorney for Plaintiffs

Proof-of-Service

A copy of this Amended Complaint was (1) served by email on the following who is counsel for Defendant, and (2) filed through the Court's electronic filing system today which also is notice to Defendant, its counsel, and others:

K. Issac deVyver  
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Email: KdeVyver@mcguirewoods.com

/s/ Brian Ruschel

Brian Ruschel  
Attorney for Plaintiffs